

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30.</i>				1. REQUISITION NUMBER <b>FD2020-01-23716</b>		Page 1 of 2 <b>A</b>	
2. CONTRACT NO.		3. AWARD EFFECTIVE DATE --		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>F42630-01-Q-23716</b>	
6. SOLICITATION ISSUE DATE <b>22 MAY 2001</b>		7. FOR SOLICITATION INFORMATION CALL: a. NAME <b>Kathy Telford</b>		b. TELEPHONE NUMBER (No collect calls) <b>(801) 777-6760 ext.</b>		8. OFFER DUE DATE/LOCAL TIME -- , <b>13 JUNE 2001</b>	
9. ISSUED BY <b>DEPARTMENT OF THE AIR FORCE</b> <b>DIRECTORATE OF CONTRACTING</b> <b>OO-ALC/LIK BLDG 1215</b> <b>6050 GUM LANE</b> <b>HILL AIR FORCE BASE UT 84056-5825</b> <b>BUYER: Kathy Telford/LIKL</b> <b>kathy.telford@hill.af.mil</b> <b>NO COLLECT CALLS: (801) 777- 6760 FACSIMILE NUMBER: (801) 777-5805</b>				CODE <b>FA8203</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS <input checked="" type="checkbox"/> Other Than Full & Op NAICS CODE: <b>336413</b> SIZE STD: <b>1,000</b>	
						11. DELIVERY FOR FOB DEST. UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>	
13b. RATING <b>DO: A1</b>				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  <div style="text-align: center; font-size: 1.2em;"><b>SEE LINE ITEM SCHEDULE</b></div>				16. ADMINISTERED BY  <div style="text-align: center; font-size: 1.2em;"><b>SCD:C</b></div>			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE-ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<div style="text-align: center;"> <b>THIS IS AN EXTREMELY URGENT REQUIREMENT CONCERNING PUBLIC EXIGENCY.</b>   <b>SOLE SOURCE: BOEING CO 81205</b>   <b>SEE LINE ITEM SCHEDULE</b>  <small>(Attach Additional Sheets as Necessary)</small> </div>							
25. ACCOUNTING AND APPROPRIATION DATA <b>SEE FUNDS SCHEDULE</b>						26. Total AWARD AMOUNT (For Gov't use only) \$	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. <input type="checkbox"/> CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED --. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>SEE SCHEDULE</b>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED --	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136  
Expires: 90/30/98

FROM:

**AFFIX  
STAMP  
HERE**

**TO:**  
**DEPARTMENT OF THE AIR FORCE**  
**DIRECTORATE OF CONTRACTING**  
**BUYER:** Kathy. Telford/LIKL  
OO-ALC/LIK BLDG 1215  
HILL AIR FORCE BASE, UT 84056-5825

**SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>Item No.</b> 0001	Firm Fixed Price	<b>QTY</b> 9	<b>U/I</b> EA	<b>UNIT PRICE</b> \$	<b>TOTAL PRICE</b> \$
<b>NSN:</b> 1620-01-054-9867					
LOWER LINK NLG					
<u>Manufacturer</u>		<u>Part Number</u> 65-4827-4			
<b>Purchase Request(s)</b> FD2020-01-23716		<b>PR Line Item(s)</b> 0001			
<b>ACRN:</b> AA		\$			
<b>Inspection:</b> Origin					
<b>Acceptance:</b> Origin					
Inspection/Acceptance Report: Invoice					
<b>Applicability:</b> E-3A					
Buy American Act/Balance of Payments Program					
<b>Physical Item Markings:</b> IAW MIL-STD-130					
<input type="checkbox"/> <b>Transportation From Continental United States CONUS (CONUS) Sources</b>					
<u>SHIP TO</u> AFB2029		<u>F.O.B.</u> ORIGIN			
<b>Ship To</b> FB2029		<b>PACRN</b> PAA	<b>Mark For</b> ACCT09		
<b>Required Delivery</b>	<b>Ship To</b>	<b>Quantity (U/I)</b>	<b>Specified Date</b>	<b>Req No / Pri</b>	
	FB2029	9 EA	31 DEC 2001	NON-MILSTRIP --	
<b>Proposed Delivery</b>	FB2029	9 EA			

**SHIP TO / PLACE OF PERFORMANCE**

**CODE:** FB2029

DDHU HILL FACILITY  
CENTRAL RECEIVING BLDG 849W  
5851 F AVE  
HILL AFB, UT 84056-5713

**MARK FOR:** (See Individual Line Item)  
**REQUISITION NUMBER:** (See Individual Line Item)  
**REQUISITION PRIORITY:** (See Individual Line Item)  
**CONTRACT NUMBER:**

## CONTRACT CLAUSES

**52.212-5**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR  
EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)**  
(IAW FAR 12.301(b)(4))

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755)  
(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer must check as appropriate.]*

- |   |      |  |
|---|------|--|
|   | (1)  | 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).   |
|   | (2)  | 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).   |
|   | (3)  | 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).   |
|   | (4)  | (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).   |
|   | (4)  | (ii) Alternate I to 52.219-5.  |
|   | (4)  | (iii) Alternate II to 52.219-5.  |
|   | (5)  | 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).  |
|   | (6)  | 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).  |
|   | (7)  | 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).   |
|   | (8)  | (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
|   | (8)  | (ii) Alternate I of 52.219-23.   |
|   | (9)  | 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).   |
|   | (10) | 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).   |
| X | (11) | 52.222-21, Prohibition of Segregated Facilities (Feb 1999).  |
| X | (12) | 52.222-26, Equal Opportunity (E.O. 11246).   |
| X | (13) | 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).  |
| X | (14) | 52.222-36, Affirmative Action For Workers With Disabilities (29 U.S.C. 793).   |
| X | (15) | 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).   |
| X | (16) | 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).  |
|   | (17) | (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  |
|   | (17) | (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(l)(2)(C)).  |
|   | (18) | 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).   |
|   | (19) | (i) 52.225-3, Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).  |
|   | (19) | (ii) Alternate I of 52.225-3.  |
|   | (19) | (ii) Alternate II of 52.225-3.   |
|   | (20) | 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).   |
| X | (21) | 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).   |
|   | (22) | 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).  |

- \_\_\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31.U.S.C. 3332).
- \_\_\_\_\_ (25) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31.U.S.C. 3332).
- \_\_\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_\_\_ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)
- \_\_\_\_\_ (28) (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer check as appropriate.]*

- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.). (Deviation) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation Number 2000-O0006)
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. Seq.).
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

252.212-7001

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)**

(IAW DFARS 212.301(f)(iii))

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities.
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
<input type="checkbox"/>	252.225-7016	( <input type="checkbox"/> Alternate I) (Section 8064 of Pub. L. 106-259).
<input type="checkbox"/>	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program
<input type="checkbox"/>	252.225-7036	( <input type="checkbox"/> Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
<input type="checkbox"/>	252.243-7002	Requests For Equitable Adjustment (10 U.S.C. 2410)
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea
<input type="checkbox"/>	252.247-7023	( <input type="checkbox"/> Alternate I)
<input type="checkbox"/>	252.247-7023	( <input type="checkbox"/> Alternate II) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

ACRN		Accounting and Appropriation Chargeable	Funds Citation	Amount Chargeable
AA	97X4930 .FC04 641 47 E3 15411Z 01N000 00000 411Z00 672300 F7230G			\$

**TRANSPORTATION APPROPRIATION CHARGEABLE (DEC 2000)**

The Transportation Allotment Identification (TAI) relates directly to the above ACRN(s). For example the TAI "TAA" is for the same line item(s) as ACRN "AA".

FMS TRANSPORTATION ALLOTMENT SHALL BE USED ONLY WHEN SHIPMENT ON GOVERNMENT BILL OF LADING IS AUTHORIZED

Insert 3 if movement via surface mode or 2 if movement via airlift in place of any "#" shown.

Insert last digit of current fiscal year in place of any asterisk "\*" shown when material is shipped.

TAI ALLOTMENT

TAA: AA: 97X4930 FC04 641 47E3 15411Z 01N000 00000 411Z00 672300 F7230G

**ADDENDUM TO CLAUSE 52.212-4**

**52.211-8 TIME OF DELIVERY (JUN 1997)**  
(IAW FAR 11.404(a)(2))

(a) The Government requires delivery to be made according to the following schedule:

DELIVERY FOR EACH ITEM IS ANNOTATED IN THE SCHEDULE (PART I SECTION B) UNDER EACH LINE ITEM.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

ANNOTATE YOUR PROPOSED DELIVERY, IF ANY, UNDER THE GOVERNMENT'S DELIVERY SET FORTH UNDER EACH ITEM IN THE SCHEDULE.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**52.211-8 TIME OF DELIVERY -- ALTERNATE I (APR 1984)**  
(IAW FAR 11.404(a)(2))

If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months ..."; or "not sooner than ... or later than ..." as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by \_\_\_\_\_. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

*Item No	*Delivery Number	*Government will make award by

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**  
(IAW FAR 11.604(b))

**ITEM IDENTIFICATION MARKING AND SHELF LIFE ITEM PROVISIONS (FEB 1998)**  
(IAW AFMCI 23-102 Part 2 Chapter 6 Paragraph 6.3)

Requirements set forth below shall apply to any contract issued thereon and will take precedence over other inconsistent requirements herewith. All standards, bulletins, and publications referenced herein shall be of the issue in effect on the date of this document.

**1. PHYSICAL MARKING OF ITEMS:**

**MIL-STD-130 (FEB 1998)**

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, revision J, shall be marked in accordance with the appropriate document.

**PACKAGE AND CONTAINER MARKING (FEB 1998)**

**2. PACKAGE AND CONTAINER MARKING:** Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

**MIL-STD-129/ASTM-D-3951:**

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.

(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

g. All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 and MIL-STD-1189 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:

- (1) Foreign Military Sales.
- (2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.
- (3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).
- (4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

#### **SHELF LIFE ITEMS (FEB 1998)**

#### **4. SHELF LIFE ITEMS**

##### **a. MARKING**

(1) Shelf life items shall be marked in accordance with MIL-STD-129.

(2) Mark items controlled in MIL-STD-1523, or in specifications furnished as a part of the contract or purchase order, with the cure or assembly dates specified therein.

b. DELIVERY. Unless specified otherwise in the contract, shelf life items shall have a minimum of 90% of the "storage period" remaining at the time of delivery to the Government.

#### **52.223-11**

#### **OZONE-DEPLETING SUBSTANCES (JUN 1996)** (IAW FAR 23.804(a))

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

##### **WARNING**

Contains (or manufactured with, if applicable) \_\_\_\_\_\*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

**5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)**

(MAY 1996)

(IAW AFFARS 5323.890-7)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

**[List each Class I ODS, its applications or use  
and the approved quantities. If "None," so state.]**

Item No	Class I ODS Substance	Application/Use	Approved Quantity (lbs)
0001	NONE	NONE	NONE

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)**

(IAW DFARS 225.1101(3))

(The balance of Payments Program is not applicable when the estimated cost of the product or service is at or below the simplified acquisition threshold)

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**  
(IAW FAR 46.311)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
	ANSI/ASQC	Q9002	02JAN1994	
	ISO	9002	02JAN1994	
	AQAP	120	02JAN1995	

**INSPECTION AND ACCEPTANCE (SEP 1999)**  
(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final):

Item No(s): See schedule for items with the following code:

Inspection Address:

**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)**  
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_ [name and address of the contract administration office listed in the contract]."

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)**  
(IAW FAR 47.303-17(f))

**5352.247-9000 COMMERCIAL BILL OF LADING SHIPMENTS-CARRIER'S RATES (AFMC)**  
(JUL 1997)  
(IAW AFMCFARS 5347.104-4(90))

The Contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this contract, as identified by the Administrative Contracting Officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the Government. List the shipping costs on the invoice to the Government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those costs not being reimbursed or only partially reimbursed.

**5352.247-9005 SHIPPING CONTAINER MARKING (AFMC) (JAN 2000)**  
(IAW AFMCFARS 5347.305-10(a)(91))

All shipping containers shall be marked meeting the following criteria:

(a) MIL-STD-129N, Standard Practice for Military Marking.

(b) Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MIL-STD-129N.

(c) Additional marking and/or bar coding requirements exceeding those of MIL-STD-129N such as unit serial numbers, original equipment manufacturer's (OEM) name, or OEM model number are specified on the AFMC Form 158:

PACRN(s) Applicable to 5352.247-9005	Additional Bar Coding or Marking Requirements (if applicable)
PAA	None

**5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (SEP 1998)**  
(IAW AFMCFARS 5347.305-10(a)(95))

Items shall be packaged in accordance with MIL-STD-2073-1C, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129N, Standard Practice for Military Marking.

The MIL-STD-2073-1 SPI/Specification is as follows:

PACRN	PACKAGING LVL	PACK LVL	QUP	SPI NUMBER	SPI REVISION	SPI DATE
PAA SEE ATTACHED AFMC 158		B	001			

**5352.247-9014 UNILATERAL AMENDED SHIPPING INSTRUCTIONS (ASIs), F.O.B. ORIGIN**  
(JUL 1997)  
(IAW AFMCFARS 5347.305-10(b)(90))

(a) An ASI is a change to the shipping instructions of one or more units or shipment lots of a contract line item. Multiple ASIs for multiple contract line items may be issued under one document.

(b) Unilateral ASIs with changes only to the "Ship To and Mark For" instructions, issued 20 calendar days or more before the contract scheduled delivery date, shall be accepted by the Contractor at no change in contract price.

(c) All other ASIs, including those requiring a change to the "Ship To and Mark For" which are issued 19 days or less before the contract scheduled delivery date; and those for changes to the preservation, packaging, and packing requirements, or the f.o.b. point; shall be subject to the negotiation of an equitable adjustment under the contract.

**F.O.B. ORIGIN (OCT 1993)**  
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

<b>F.O.B. Address</b>

**SOLICITATION PROVISIONS  
REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS**

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS**

(APR 2001)  
(IAW FAR 12.301(b)(2))

**Note:** Revisions to this provision in FAC 97-21, effective 19 January 2001, FAR Case 1999-010, Contractor Responsibility, Labor Relations Costs, and Costs Relating to Legal and Other Proceedings, are "stayed" as a result of FAC 97-24, FAR Case 1999-010, Contractor Responsibility, Labor Relations Costs, and Costs Relating to Legal and Other Proceedings. [The (Jan 2001) date is stayed indefinitely. Please use the Provision date (APR 2001).]

**Note:** IAW FAR 212.301(b)(2), paragraph (b) of this provision does not apply when the solicitation includes DFARS clause 252.204-7004, Required Central Contractor Registration.

(a) *Definitions.* As used in this provision:

*"Emerging small business"* means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

*"Forced or indentured child labor"* means all work or service--

(1) Extracted from any person under the age of 18 under the menace of penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*"Service-disabled veteran-owned small business concern"*--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

*"Veteran-owned small business concern"* means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern"* means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*"Women-owned business concern"* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**Note: IAW FAR 212.301(b)(2), paragraph (b) of this provision does not apply when the solicitation includes DFARS clause 252.204-7004, Required Central Contractor Registration.**

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_  
☐ TIN has been applied for.  
☐ TIN is not required because:  
    ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
    ☐ Offeror is an agency or instrumentality of a foreign government;  
    ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or Local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;  
☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a veteran-owned small business concern.]

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a service-disabled veteran-owned small business concern.]

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not** a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ **is**, ☐ **is not** a women-owned small business concern.

**Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ **is** a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

**[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]**

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)** The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or  
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or  
(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as a part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and  
(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or  
(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--

Israeli Trade Act--Balance of Payments Program":

(ii) Canadian End Products

LINE ITEM NO.

\_\_\_\_\_

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

(ii) Canadian or Israeli End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

\_\_\_\_\_

(List as necessary)

\_\_\_\_\_

(4) *Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

\_\_\_\_\_

(List as necessary)

\_\_\_\_\_

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy America Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] **are**, [ ] **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] **Have**, [ ] **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) [ ] **Are**, [ ] **are not** presently indicted for, or otherwise criminally or civilly charged by a Government

entity with, commission of any of these offenses; and  
(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ **has** ☐ **has not** within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

- (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
- (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer. **[This language stayed indefinitely. Please use paragraph (i) below.]**

(i) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ **are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ **Have**, ☐ **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ **are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products

LINE ITEM NO.

COUNTRY OF ORIGIN

\_\_\_\_\_  
(List as necessary)

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.212-3

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS --  
ALTERNATE I (OCT 2000)  
(IAW FAR 12.301(b)(2))**

As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:

(c)(10) (Complete if the offeror has representation itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls:]*

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.



(The "Balance of Payments Program" is applicable when the estimated cost of the foreign end products or services to be acquired for use outside the United States is at or below the Simplified Acquisition Threshold in FAR Part 13)

## PACKAGING REQUIREMENTS

[illegible][illegible]

ORGANIZATION	PACKAGING SPECIALIST (Typed Name/Signature)	DATE
LGMTT	Doro Bearfield	01 Apr 30